ВОЗ „СМЕДЕРЕВО" ДОО
Број 2/95
Датум 10.05.2023.
СМЕДЕРЕВО, Бранка Радичевића

PROCUREMENT CONTRACT OF PRODUCTION AND INSTALLATION OF ANTENNA MASTS FOR THE NEEDS OF THE GSMR SYSTEM
(The "Contract")

Concluded in Belgrade, on 01.05.2023, by and between:

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, with head office in Belgrade, Street Majevička 2m, registration number: 29507678, tax identification number: 110760071, represented by Yang Xu, (Hereinafter referred to as "**Buyer**").

and

Consortium (hereinafter referred to as "Seller"), consists of **VPD "Smederevo" d.o.o.,** which is duly established and exists under the laws of Serbia, with registration number 07198515 and PIB 100359241 with headquarters at Branka Radičevića 1, 11300 Smederevo, represented by Luka Matović and **"STEEL CONSTRUCT 036",** which is duly founded and exists under the laws of Serbia, with registration number 65446057 and PIB 111488418 with headquarters at II Čibukovačka 13A, 36000 Kraljevo, represented by Dragana Milunović.

In the following manner:
Seller and Buyer together are referred to as "**Parties**" and each of them addressed as the "**Party**".

WHEREAS

The Buyer has been authorized to undertake all the execution of works on GSM-R towers for

UGOVOR O PROIZVODNJI I MONTAŽI ANTENSKIH STUBOVA ZA POTREBE GSMR SISTEMA
("Ugovor")

Zaključen u Beogradu, dana 01.05.2023 između:

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, sa sedištem u Zemunu, Beograd, Ulica Majevička br. 2m, matični broj: 29507678 PIB: 110760071, koga zastupa Yang Xu, (U daljem tekstu: "**Kupac**").

i

Konzorcijuma (u daljem tekstu "Prodavac"), u kojem učestvuju **VPD "Smederevo"d.o.o.** koje je uredno osnovano i postoji na osnovu zakona Srbije, sa matičnim brojem 07198515 i PIB 100359241 sa sedištem na adresi Branka Radičevića 1, 11300 Smederevo koje zastupa Luka Matović i **„STEEL CONSTRUCT 036",** koje je uredno osnovano i postoji na osnovu zakona Srbije, sa matičnim brojem 65446057 i PIB 111488418 sa sedištem u II Čibukovačka 13A, 36000 Kraljevo, koga zastupa Dragana Milunović.

Na sledeći način:
Prodavac i kupac zajedno se nazivaju "**Strane**" i svaka od njih se obraća kao "**Strana**".

S OBZIROM NA TO DA

je Kupac ovlašćen da preuzme sve radove na GSM-R stubovima za komunikacionu,

ВЕРНО ОРИГ

Communications, Information, Signal Engineering Equipment Along Novi Sad - Subotica - State Border (Kelebija) (hereafter referred to as: Project) on the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija)

informatičku i signalnotehničku opremu duž Novi Sad – Subotica – državna granica (Kelebija) (u daljem tekstu: Projekat) na Projektu modernizacije i Rekonstrukcije Mađarsko-srpske pruge na teritoriji Republike Srbije, deonica Novi Sad - Subotica - državna granica (Kelebija)

by the Government of the Republic of Serbia (hereafter referred to as: Financier) and Public Enterprise "railway infrastructure of Serbia", a.d. Belgrade (hereinafter referred to as: Investor).

od strane Vlade Republike Srbije (u daljem tekstu: Finansijer) i Javnog preduzeća „Infrastruktura Železnica Srbije"a.d., Beograd (u daljem tekstu: Investitor).

THEREFORE, taking into consideration the mutual arrangements and agreements contained herein, the Buyer and the Seller agree as follows:

Stoga, uzimajući u obzir međusobne dogovore i sporazume sadržane ovde, Kupac i Prodavac su saglasni na sledeći način:

Article 1
Documents that make up this Agreement

The documents that make up this Agreement are:

1. Main Agreement
2. Agreement between consortium members
3. Price Schedule
4. Offer No. 10/I-2023 of April 13, 2023. (excluding the content about advance payment)
5. The dynamic work execution plan that should be adopted after the signing of the Contract
6. All other necessary documentation

Član 1
Dokumenta koja čine ovaj Ugovor

Dokumenta koja čine ovaj Ugovor su:

1. Glavni Ugovor
2. Sporazum između članova konzorcijuma
3. Predmer i predračun radova
4. Ponuda br.10/I-2023 od 13.04.2023.g. (isključujući sadržaj u vezi sa avansnim plaćanjem)
5. Dinamički plan izvođenja radova koji treba da se usvoji nakon potpisivања Ugovora
6. Sva ostala potrebna dokumentacija

Član 2
Predmet i period važenja ugovora

ВЕРНО ОРИГ.

Article 2
Subject and validity of the Contract

2.1 The Seller is presented in the pre-contract period as a reference company that fulfils all the requirements for the production and delivery of antenna masts required for the project. Apart from this, the Seller guarantees that he meets all legal and technical requirements for the execution of the delivery, and there are no obstacles or conflicts of interest for the Seller to conclude this Contract with the Buyer.

2.2 The Seller will supply and deliver antenna masts and all the components and parts in the above-mentioned price schedule (hereinafter the "Goods") to the Buyer during the Contract period. The quality of the Goods and the quantity of the work should be in full compliance with the Technical Specification, the Standards of the Project, and the design documents. The Goods must satisfy the purpose for which it was determined.

2.3 As it is subject to the final approval of the Buyer's and Investor's Engineers, the Goods to be used in the Project shall be previously checked at the Seller's warehouse and approved in writing by the above-mentioned Engineers. If the goods are not approved by the above-mentioned Engineers due to the non-compliance with the technical specifications and standards, the Buyer has no obligation to buy the unapproved goods.

2.4 The contract is effective from the date of signing.

2.5 Defects Liability Period

The defects liability period starts from the date of project acceptance certificate issued by the

2.1 Prodavac je u pred-ugovornom periodu predstavljen kao referentno preduzeće koje ispunjava sve zahteve za proizvodnju i isporuku antenskih stubova neophodnih za projekat. Osim toga, Prodavac garantuje da ispunjava sve zakonske i tehničke uslove za izvršenje isporuke, kao i da ne postoje prepreke ili sukob interesa da prodavac zaključi ovaj Ugovor sa Kupcem.

2.2 Prodavac će snabdevati Kupca i isporučivati antenske stubove i sve komponente i delove u gore pomenutom predmeru i predračunu (u daljem tekstu "Roba") tokom ugovornog perioda. Kvalitet Robe treba u potpunosti da bude usaglašen sa Tehničkim specifikacijama i Standardima Projekta. Roba mora zadovoljavati svrhu za koju je određena.

2.3 Kako je podložna konačnom odobrenju Kupca i Inženjera Investitora, Roba koja će se koristiti na Projektu će prethodno biti proverena u skladištu Prodavca i odobrena u pisanom obliku od strane gore pomenutih Inženjera. Ukoliko roba zbog neusaglašenosti sa Tehničkim specifikacijama i Standardima ne bude odobrena od strane Inženjera, Kupac nema obavezu da kupi neodobrenu robu.

2.4 Ugovor stupa na snagu danom potpisivanja.

2.5 Period odgovornosti za nedostatke

Period odgovornosti za nedostatke počinje od datuma potvrde o prihvatanju projekta koju izdaje Finansijer i/ili Investitor do kraja jednogodišnjeg roka.

Produženje roka odgovornosti za nedostatke

ВЕРНО ОРИ

Financier and/or Investor to the end of one year term.

Extension of defect liability period

If the defects liability period is extended in accordance with the Main Contract, the Seller is obliged to extend the defects liability period, but the extension shall not exceed the extension of defects liability period under the Main Contract, in which the maximum extended defects liability period will not exceed 24 months.

The Seller shall be responsible for the deficiencies in the performed works and delivered goods for a period of 12 months from the acceptance of the works, i.e., 12 months from the receipt of the Taking over Certificate (Defects Liability Period).

Any deficiency in the fulfillment of the subcontracted works shall be rectified by the Seller at its own expense.

The Seller shall, within the defect liability period, assume the same defects liability as stipulated in the Main Contract for the works that has already been delivered for use. During the defect liability period, the Seller shall not only complete the unfinished work listed in the taking-over certificate, but shall also repair any defects that may occur at the Seller's expense for defects caused by the Seller.

2.6 Warranty Period

The warranty period is calculated from the date of the project acceptance certificate received by the Buyer to the end of a consecutive five-year term (including the defects liability period).

Article 3
Scope of works

Ako se rok odgovornosti za nedostatke produži u skladu sa Glavnim ugovorom, Prodavac je u obavezi da produži rok odgovornosti za nedostatke, međutim produženje ne može prekoračiti produženje roka odgovornosti za nedostatke po Glavnom ugovoru, u kojem maksimalni produženi rok odgovornosti za nedostatke neće biti duži od 24 meseca.

Za nedostatke u izvedenim radovima i isporučenoj robi Prodavac odgovara u periodu od 12 meseci od prijema radova, odnosno 12 meseci od prijema Potvrde o preuzimanju (Period odgovornosti za nedostatke).

Sve nedostatke u izvršenju podugovorenih radova Prodavac će otkloniti o svom trošku.

Prodavac će, u roku za otklanjanje nedostataka, preuzeti istu odgovornost za nedostatke kao što je predviđeno Glavnim ugovorom za radove koji su već predati na korišćenje. Tokom perioda odgovornosti za nedostatke, Prodavac ne samo da će dovršiti nedovršeni posao koji je naveden u potvrdi o preuzimanju, već će i popraviti o svom sopstvenom trošku sve nedostatke koje je prouzrokovao Prodavac.

2.6 Garantni period

Garantni rok se računa od datuma potvrde o prijemu projekta koju je primio Kupac do kraja konsekutivnog petogodišnjeg roka (uključujući period odgovornosti za nedostatke).

Član 3
Obim radova

3.1 Ugovoreni radovi obuhvataju sve potrebne radove u vezi sa proizvodnjom i

3.1 The contracted works include all necessary works related to the production and installation of antenna poles for the needs of the GSMR system according to the design documents on the construction project of the railway Novi Sad - Subotica state border.

3.2 The Seller will begin execution of the works on the specified date ("Contract Start Date") within 14 days of receiving the Buyer's notification. If the Seller does not begin work within 14 days from the start date, Buyer has the right to terminate this Agreement.

3.3 The scope of the contracted works that the Seller should perform includes but is not limited to the independent performance of the entire quantity and scope of the works defined in the offer:

3.3.1 Production and installation of antenna poles for needs of the GSMR system;
3.3.1.1 Procurement of all required materials as per design documents, including lightning arrestor, navigation light, locks, etc.;
3.3.1.2 Workshop production and foundation construction work as per design documents, including all the grounding, measurement and test required by this contract, and laws/regulations on construction of Republic of Serbia;
3.3.1.3 AKZ protection of the structure according to the technical report, technical conditions and design documents that are an integral part of the project documentation;

3.3.1.4 Delivery to the location, and assembly and installation of the steel structure of the antenna poles.

montažom antenskih stubova za potrebe GSMR sistema u skladu sa projektom na projektu izgradnje pruge Novi Sad– Subotica državna granica.

3.2 Prodavac će započeti izvršenje izvođenja radova na utvrđeni datum ("Datum početka Ugovora") u roku od 14 dana od prijema obaveštenja Kupca. Ako Prodavac, u roku od 14 dana od datuma početka ne započne radove, Kupac ima pravo raskinuti ovaj Ugovor.

3.3 Obim Ugovorenih radova koje Prodavac treba da izvrši uključuje ali nije ograničen samo na samostalno izvođenje celokupne količine i obima radova definisanih u ponudi:

3.3.1 Proizvodnja i montaža antenskih stubova za potrebe GSMR sistema;
3.3.1.1 Nabavka svih potrebnih materijala prema projektnoj dokumentaciji, uključujući gromobran, navigaciono svetlo, brave i dr.;
3.3.1.2 Radionička izrada i izgradnja temelja prema projektnoj dokumentaciji, uključujući sva uzemljenja, merenja i ispitivanja koja se zahtevaju ovim ugovorom i zakonima/odredbama o građenju Republike Srbije;
3.3.1.3 AKZ zaštita objekta prema tehničkom izveštaju, tehničkim uslovima i projektnoj dokumentaciji koji su sastavni deo dokumentacije ovog Projekta;

3.3.1.4 Isporuka na lokaciju i montažu i instalaciju čelične konstrukcije antenskih stubova.
3.3.1.5 Završno uređenje prostora oko antenskih stubova.
3.3.1.6 Projekat izvedenog objekta.

3.3.1.5 Final arrangement of the area around the antenna poles.
3.3.1.6 As-built design.

Article 4
The Unit Price and Payment

4.1 Price
The price of the goods – PRODUCTION AND INSTALLATION OF ANTENNA MASTS FOR THE NEEDS OF THE GSMR SYSTEM, shall be determined according to the Seller's offers no. 10/I-2023 od 13.04.2023.

The Contract price has been agreed in the amount of 1,837,989.32 EUR (words: one million eight hundred and thirty-seven thousand nine hundred and eighty-nine and 32/100 euros) including VAT ("Accepted Contract Price").

The delivery place is Buyer's construction site.

The Buyer is entitled to change the delivery location of which The Seller will be informed by email or phone.

4.2 Payment

The Buyer will order the Goods specified in this Agreement according to the dynamic plan that will be provided to the Seller.

See the form below:

Deadline	Description	Section
End of May	Complete all the work about foundation Segments.	Novi Sad - Subotica
End of July	Complete all the foundation construction work.	Novi Sad-Vrbas (included)

Član 4
Jedinična cena i plaćanje

4.1 Cena
Cena robe – PROIZVODNJA I MONTAŽA ANTENSKIH STUBOVA ZA POTREBE GSMR SISTEMA, biće utvrđena prema ponudi Prodavca br. 10/I-2023 od 13.04.2023.

Ugovorena Ugovorna cena je u iznosu od 1.837.989,32 EUR (slovima: milion osamstotridesetsedam hiljada devesto osamdeset i devet i 32/100 evra) sa PDV ("Prihvaćena ugovorna cena").

Mesto isporuke je gradilište Kupca.

Kupac ima pravo da promeni mesto isporuke, o čemu će Prodavac biti obavešten putem e-pošte ili telefona.

4.2 Plaćanje

Kupac će Robu navedenu u ovom Ugovoru naručivati prema dinamičkom planu isporuke koji će biti dostavljen Prodavcu.

Pogledati obrazac ispod:

Rok isporuke	Opis	Deonica
Kraj maja	Završiti sve radove oko segmenata temelja.	Novi Sad - Subotica
Kraj jula	Završiti sve radove na izgradnji temelja.	Novi Sad-(uključujući) Vrbas
Kraj avgusta	Završiti sve radove na instalaciji GSMR stubova.	Novi Sad-(uključujući) Vrbas

End of Aug.	Complete all the GSMR towers installation work.	Novi Sad-Vrbas (included)
End of Oct.	Complete all the foundation construction work.	Vrbas -Subotica
End of Nov.	Complete all the GSMR towers installation work.	Vrbas -Subotica

The seller will do monthly interim situations and then issue invoices to the Buyer after buyer's approval. Monthly temporary situations will be worked out according to the Annex 3 schedule of prices and estimate of works, which are integral parts of this Agreement. After the approved invoice is issued, the buyer is obliged to make the payment to the Seller's account within 30 days.

The calculation of the performed quantities will be shown through the calculation sheets of the construction book along with the evidence for the performed works. Payment will be based only on the performed quantities on the construction site.

Seller's bank account information:

Account Name: **VPD "Smederevo"d.o.o.**
Bank Name: UniCredit Bank JSC
Account No.: 170-0030054099000-63

If the bank account stated in the invoice is different from the above-mentioned bank account, the bank account on the invoice shall prevail. The payment currency of this contract is Serbian Dinar (RSD). The Seller is obliged to issue an invoice in accordance with the Serbian Law on VAT and shall bear all consequences of invalid invoice.

Kraj oktobra	Završiti sve radove na izgradnji temelja.	Vrbas -Subotica
Kraj novembra	Završiti sve radove na instalaciji GSMR stubova.	Vrbas -Subotica

Prodavac će raditi mesečne privremene situacije i izdavati račune Kupcu nakon odobrenja Kupca. Mesečne privremene situacije će se raditi prema Prilogu 3 predmeru i predračunu radova koji su sastavni delovi ovog Ugovora. Nakon što je odobren izdat račun Kupac je dužan da izvrši uplatu na račun Prodavca u roku od 30 dana.

Obračun izvedenih količina biće prikazivan kroz obračunske listove građevinske knjige uz dokaznice za izvedene radove. Plaćanje će biti samo na osnovu izvedenih količina na terenu.

Informacije o računu prodavca u banci:

Naziv naloga: **VPD "Smederevo"d.o.o.**
Ime banke: UniCredit Bank Serbia JSC
Br. računa: 170-0030054099000-63

U slučaju da je na fakturi naveden drugi bankarski račun od gore navedenog računa u banci, račun na fakturi će se smatrati važećim. Valuta plaćanja ovog ugovora je srpski dinar (RSD). Prodavac je dužan da izda fakturu u skladu sa Zakonom o PDV-u i snosiće sve posledice nevažeće fakture.

Article 5
Representation and Warranties

5. Representations and warranties

5.1 Each of the Parties hereby declares and guarantees that:

5.1.1 Has full capacity, authority and approval to enter into this Agreement;

5.1.2 Is familiar with and has had sufficient opportunities to review and evaluate the contractual documentation and obligations of the Contractor to the Investor in accordance with the Main Contract, to the extent relevant to the Contracted Works;

5.1.3 Possesses the abilities required for the Contracted Works and is duly registered in accordance with applicable laws, and possesses all certificates, licenses, permits and other authorizations required by applicable laws;

5.1.4 Is able to assume all risks, responsibilities and obligations according to the Contract Documentation to the extent relevant to the Contracted Works.

Article 6
Delivery and Storage

6.1 Deliveries of goods shall be successive, and per predetermined and agreed dynamics. The Seller is obliged to compensate the Buyer for all damage caused by delay or partial fulfillment of the Seller's obligations i.e., in

Član 5
Izjave i garancije

5. Izjave i garancije

5.1 Svaka od Strana ovim izjavljuje i garantuje da:

5.1.1 ima pun kapacitet, ovlašćenje i odobrenje da zaključi ovaj Ugovor;

5.1.2 je upoznata sa i da je imao dovoljno mogućnosti da pregleda i proceni ugovornu dokumentaciju i obaveze Izvođača prema Investitoru u skladu sa Glavnim ugovorom, u meri koja je relevantna za Ugovorene radove;

5.1.3 poseduje sposobnosti potrebne za Ugovorene radove i da je propisno registrovan u skladu sa važećim zakonima, i poseduje sve sertifikate, licence, dozvole i druga ovlašćenja koja se zahtevaju važećim zakonima;

5.1.4 je u mogućnosti da preuzme sve rizike, odgovornosti i obaveze prema Dokumentaciji Ugovora u meri u kojoj je to relevantno za Ugovorene radove.

Član 6
Isporuka i skladištenje

6.1 Isporuke robe će biti sukcesivne po unapred utvrđenoj i usaglašenoj dinamici. Prodavac je dužan da Kupcu nadoknadi svu štetu nastalu usled kašnjenja ili delimičnog ispunjenja obaveza Prodavca, tj. u slučaju da Prodavac ne izvrši isporuku u skladu sa uslovima predviđenim ovim ugovorom.

case if the Seller does not perform the delivery in accordance with the conditions stipulated in this Contract.
The Buyer is entitled for compensation in a full amount.

6.2 The Seller is responsible for the storage, maintenance during storage and transportation to the site and all loading and unloading works. The Buyer shall appoint an authorized representative by E-mail referred to in Article 5 who shall be entitled to receive the Goods on behalf of the Buyer. The Seller shall appoint an authorized representative by e-mail referred to in Article 5, who will attend the delivery of the Goods to the Buyer's construction site. The risk of accidental destruction or damage or loss, etc. of Goods and the right to use the Goods shall be transferred from the Seller to the Buyer at the moment when the Goods installation and acceptance by the Investor are completed at the Buyer's construction site.

After the production of Goods upon the notification of the Seller, the Buyer will organize the inspection of Goods at Seller's premises. Both Parties will sign the inspection report if the Goods are complied with requirements of this contract. The Seller will then be entitled to issue the invoice according to the signed inspection report.

Article 7
Quality and Quantity Control

7.1 Quality control

The Seller is obliged to provide to the Buyer all documentation related to quality control, according to the requirements of Supervisor,

Kupac ima pravo na naknadu štete u punom iznosu.

6.2 Prodavac je odgovoran za skladištenje, održavanje tokom skladištenja i transport do gradilišta i sve radove utovara i istovara.

Kupac će imenovati ovlašćenog predstavnika putem imejla koji je naveden u članu 5. a koji će imati pravo da primi Robu u ime Kupca. Prodavac će imenovati ovlašćenog predstavnika putem imejla koji je naveden u članu 5, a koji će prisustvovati isporuci Robe u do gradilišta Kupca. Rizik od slučajne propasti ili oštećenja Robe i pravo korišćenja Robe prenose se sa Prodavca na Kupca u trenutku kada se na gradilištu Kupca završi ugradnja i prijem Robe od strane Investitora.

Nakon proizvodnje Robe po obaveštenju Prodavca, Kupac će organizovati pregled Robe u prostorijama Prodavca. Obe strane će potpisati izveštaj o inspekciji ako je Roba usklađena sa zahtevima ovog ugovora. Prodavac će tada imati pravo da izda račun prema potpisanom izveštaju o inspekciji.

Član 7
Kontrola kvaliteta i kvantiteta

7.1 Kontrola kvaliteta

Prodavac je dužan da dostavi Kupcu svu dokumentaciju vezanu za kontrolu kvaliteta, prema zahtevima Nadzora, kao što su atesti, sertifikati itd., kao i da obezbedi kvalifikovanu

such as atests, certificates, etc., and to provide the qualified Goods in accordance with the technical specifications - drawings and standards of the Project.

The Buyer, Investor, and their Engineers are entitled to check the quality before inspecting the Goods. If it shows that the Goods are nonqualified compared to the technical specifications and standards of the Project, the Seller is responsible for providing the qualified materials accordingly at Seller's own expense.

Complaints regarding the quality may only be made for the quality of the Goods and construction which do not comply with the provisions of this Contract and/or attached specification(s).

Any eventual claims regarding the quality of the Goods which is the subject of this Contract, and /or any possible losses which may arise due to non-performance of this Contract, give the right to the Buyer to fully or partially reject the goods, delay payment and/or make any deduction.
In case the Goods or any part of the Goods are rejected by the Buyer or Investor due to qualitative deficiency, the Seller is obliged to prove the quality through the official institution (if necessary), which will be accepted by the Investor.

Article 8
Obligations and Rights of the Buyer

8.1 The Buyer shall send the notification on delivery commencement to the Seller's email address:

robu koja odgovara tehničkim specifikacijama – crtežima i standardima Projekta.

Kupac, Investitor i njihovi Inženjeri imaju pravo da provere kvalitet pre inspekcije Robe. Ukoliko se pokaže da je Roba lošijeg kvaliteta u odnosu na tehničke specifikacije i standarde Projekta, Prodavac je odgovoran za uklanjanje nekvalitetnog materijala i zamenu nedostajuće količine kvalitetnog materijala o svom trošku.

Reklamacije u pogledu kvaliteta mogu biti podnete samo za kvalitet Robe koji nije u skladu sa odredbama ovog Ugovora i/ili priloženim specifikacijama.

Svi eventualni odštetni zahtevi u pogledu kvaliteta robe koja je predmet ovog Ugovora i /ili eventualni gubici koji mogu nastati usled neizvršavanja ovog Ugovora, daju pravo Kupcu da u potpunosti ili delimično odbije robu, odloži plaćanje i/ili izvrši bilo kakav odbitak.

U slučaju da Kupac ili Investitor odbije robu ili bilo koji deo Robe zbog kvalitativnog nedostatka, Prodavac je dužan da dokaže kvalitet preko zvanične institucije (ako je potrebno), što će prihvatiti Investitor.

Član 8
Obaveze i prava Kupca

8.1 Kupac šalje obaveštenje o početku isporuke na adresu e-pošte Prodavca:

8.2 The Buyer shall fulfil the payment obligation on time according to the Article 2.

8.3 If there is solid evidence that could prove that the quality of Goods is not satisfactory, in accordance with the technical specifications and standards of the Project, the Buyer has the right to refuse the payment for Goods with defects in quality, with the obligation to allow the Seller to take back the subject Goods.

8.4 If there has been any damage to the Buyer's construction site due to the inadequate quality of the Goods, the Buyer is entitled to issue an invoice to the Seller in the amount of costs of damages.

8.2 Kupac će na vreme ispuniti obavezu plaćanja prema članu 2.

8.3 Ako postoje čvrsti dokazi koji bi mogli da dokažu da kvalitet Robe nije zadovoljavajući, u skladu sa tehničkim specifikacijama i standardima, Kupac zadržava pravo da odbije plaćanje Robe kod koje su utvrđeni nedostaci u kvalitetu, uz obavezu da dozvoli Prodavcu povraćaj predmetne Robe. Dokaz mora biti izveden od strane nezavisne institucije.

8.4 Ako je došlo do bilo kakve štete na gradilištu Kupca zbog neodgovarajućeg kvaliteta robe, Kupac zadržava pravo da izda fakturu Prodavcu u visini troškova odštete.

Article 9
Obligations and Rights of the Seller

9.1 The Seller shall provide, but be not limited to, all the equipment, mechanization, power supply, water supply, etc. for production, assembly, and installation of antenna masts with complete certificates and legal approvals.

9.2 The Seller should timely prepare the correct invoice and all necessary documentation mentioned in this Contract and send it to the Buyer for payment.

9.3 All costs of compensations for damage caused by the quality defect of the delivered Goods shall be borne by the Seller in accordance with the provisions of this Contract.

Član 9
Obaveza i pravo Prodavca

9.1 Prodavac će obezbediti, ali ne ograničavajući se na, svu opremu, mehanizaciju, napajanje, vodosnabdevanje itd. za proizvodnju, montažu i ugradnju antenskih stubova sa kompletnim sertifikatima i zakonskim odobrenjima

9.2 Prodavac treba da blagovremeno pripremi ispravnu fakturu i svu potrebnu dokumentaciju koja je navedena u ovom ugovoru i pošalje je Kupcu na plaćanje.

9.3 Sve troškove naknade štete nastale zbog nedostatka u kvalitetu isporučene robe snosi Prodavac u skladu sa odredbama ovog Ugovora.

Article 10
Penalty

In case of any delay in the delivery, the Seller is obliged to pay penalty to the Buyer in the amount of 0.5% of the value of ordered Goods, per each day of delay, maximum up to 5% of the contract value (hereinafter referred to as: The Penalty).

The Buyer is entitled to withhold amount of the Penalty from any payment to the Seller. The contractual Penalty does not release the Seller from the obligation to complete delivery of the Goods under this Contract.

Član 10
Kazna

U slučaju da dođe do bilo kakvog kašnjenja sa isporukom, Prodavac je dužan da Kupcu plati kaznu u iznosu od 0.5% vrednosti poručene robe, po svakom danu kašnjenja, maksimalno do 5% od vrednosti ugovora (u daljem tekstu: Kazna).

Kupac ima pravo da zadrži iznos visine kazne od bilo kog iznosa koji treba da plati Prodavcu. Ugovorna kazna ne oslobađa Prodavca obaveze da u celosti izvrši isporuku Robe prema ovom Ugovoru.

Article 11
Resolution of Dispute

The Contractual Parties agrees that the Laws of Republic of Serbia will apply to this Contract.

The Contractual Parties agree to settle all disputes, arising from this Contract, relating to the violation, termination or nullity, amicably through their authorized representatives and within the period of 30 (thirty) days from the date when one of the Parties notified the other Party of the subject of dispute in writing.

In case the dispute cannot be settled amicably within 30 (thirty) days (or other period mutually agreed), the dispute shall be finally settled by the Commercial Court of Belgrade.

Član 11
Rešavanje sporova

Ugovorne strane su saglasne da će se na ovaj ugovor primenjivati zakoni Republike Srbije.

Strane ugovora su saglasne da sve sporove proistekle iz ovog Ugovora, koji se odnose na prekršaje, raskid ili ništavnost, reše sporazumno preko svojih ovlašćenih predstavnika u roku od 30 (trideset) dana od dana kada jedna od strana u pisanoj formi obavestila drugu stranu o predmetu spora.

U slučaju da se spor ne može rešiti sporazumno u roku od 30 (tridesest) dana (ili u drugom međusobno dogovorenom periodu), spor će konačno rešiti Privredni sud u Beogradu.

Article 12
Force Majeure

Član 12
Viša sila

12.1 Prodavac neće biti odgovoran za likvidiranu štetu, ili raskid zbog kašnjenja ako

12.1 The Seller shall not be liable for liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

12.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Seller that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Seller. Such events may include, but not be limited to, wars or revolutions in Serbia, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

12.3 If a Force Majeure situation arises, the Seller shall promptly notify the Buyer in writing of such condition and the cause thereof. Unless otherwise directed by the Buyer in writing, the Seller shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.4 If force majeure circumstances shall be in effect for longer than construction period, then the Parties will conduct negotiations in order to work out measures to be taken, but if the Parties are unable to reach agreement via negotiation then each of the Parties may terminate the contract.

Article 13
Termination of the Contract

This contract is automatically terminated upon fulfillment of subject obligations according to the articles 3, 8 and 9 of this Contract unless the contracting parties express their intention to extend the contract and notify the other party

je i u meri u kojoj je kašnjenje u izvršenju ili drugo neispunjenje svojih obaveza po ugovoru rezultat slučaja više sile.

12.2 Za potrebe ove klauzule, „viša sila" označava događaj ili situaciju van kontrole Prodavca koji je nepredvidljiv, neizbežan i njegovo poreklo nije posledica nemara ili nedostatka pažnje od strane Prodavca. Takvi događaji mogu uključivati, ali ne ograničavajući se na, ratove ili revolucije u Srbiji, požare, poplave, epidemije, karantinske restrikcije i embargo na teret.

12.3 Ako dođe do situacije više sile, Prodavac će odmah pisanim putem obavestiti Kupca o takvom stanju i njegovom uzroku. Osim ako Kupac ne odredi drugačije u pisanoj formi, Prodavac će nastaviti da izvršava svoje obaveze iz ugovora koliko je to razumno praktično, i tražiće sva razumna alternativna sredstva za izvršenje koje nije sprečeno višom silom.

12.4 Ako okolnosti više sile budu na snazi duže od perioda izgradnje, tada će strane voditi pregovore kako bi razradile mere koje treba preduzeti, ali ako strane ne budu u mogućnosti da postignu sporazum putem pregovora, svaka od strana može da raskine ugovor.

Član 13
Raskid ugovora

Ovaj ugovor se automatski raskida nakon ispunjenja predmetnih obaveza prema odredbama 3,8 i 9 ovog Ugovora, osim ukoliko ugovorne strane ne iskažu nameru da produže ugovor i o tome pisanim putem obaveste drugu stranu najmanje 15 dana pre isteka ugovora.

in writing at least 15 days before the expiration of the contract. This Contract may be terminated before the expiration deadline in the following cases:

1) In the event of mutual agreement of the Parties to terminate this Contract,
2) In the event that either party violets any of its obligation under this Contract and such violation is not remedied within 30 (thirty) days from the date of receipt of written notice of the other party, in that case the non-defaulting party can terminate this Contract by giving written notice to the defaulting party of such termination.

Mutual consent of termination will enter into force immediately when the agreement has been reached. In case of unilateral termination, written notice of termination shall be given with a notice period of 30 days.

The termination will not affect any provision of the Contract regarding settlement of dispute or any other provision valid after termination of this Contract.

Article 14
Miscellaneous

Both Parties agree that the terms and conditions under the Standard Terms of Compliance Protection constitute an important part of the Contract concluded by and between the Parties, and both Parties should abide by it.

Invalidity of some provision of the Contract does not imply invalidity of the very contract

Ovaj Ugovor se može raskinuti pre isteka roka u sledećim slučajevima:

1) u slučaju uzajamnog dogovora stranaka o raskidu ovog Ugovora,
2) U slučaju da strana krši bilo koju od svojih obaveza iz ovog Ugovora i ukoliko to kršenje ne prestane u roku od 30 (trideset) dana od dana dobijanja pisanog obaveštenja druge strane, u ovom slučaju, strana koja ne krši svoje ugovorne obaveze može da raskine ovaj Ugovor davanjem pisanog obaveštenja drugoj strani.

Međusobna saglasnost o raskidu stupiće na snagu odmah kada sporazum bude postignut. U slučaju jednostranog raskida ugovora, pisano obaveštenje o raskidu daje se sa otkaznim rokom od 30 dana.

Raskid ugovora neće uticati na bilo koju odredbu Ugovora u vezi sa rešavanjem spora ili bilo kojom drugom odredbom koja važi nakon raskida ovog Ugovora.

Član 14
Razno

Obe strane su saglasne da uslovi i odredbe prema Standardnim uslovima zaštite usaglašenosti čine važan deo ugovora koji su zaključile strane, od i između njih, i obe strane ih se moraju pridržavati.

Nevažnost neke odredbe Ugovora ne podrazumeva nevažnost samog ugovora ako Ugovor može opstati bez nevažeće odredbe. U

if the Contract can survive without the invalid provision. If some provision of this Contract is invalid, i.e. enforceable, such provision shall be immediately replaced by a new provision, which is legally valid, and formulated in such way to make it possible to achieve, in the greatest possible extent, the economic interest of both Parties, which existed at the time of conclusion of this Contract. The same applies in case of any gaps in this Contract.

The contracting parties agree that the relevant provisions of the Law on Obligations apply to relations that are not directly regulated by this Contract.

This Contract is made in Serbian and English language, in 4 (four) identical copies, each of them have the same power of the original, 2 (two) copies for each Party. In case of discrepancy between the Serbian and English version, English version shall prevail.

slučaju da je neka odredba ovog ugovora nevažeća, odnosno nije moguća za primenu, takva odredba će se odmah zameniti novom odredbom, koja je pravno valjana, i formulisana na takav način da omogući postizanje, u najvećoj mogućoj meri, ekonomski interes obe strane, koji je postojao u vreme zaključenja ovog ugovora. Isto se odnosi na bilo kakve praznine u ovom ugovoru.

Ugovorne strane su saglasne da se relevantne odredbe Zakona o obligacionim odnosima primenjuju na odnose koji nisu direktno regulisani ovim ugovorom.

Ovaj Ugovor je načinjen na srpskom i engleskom jeziku, u 4 (četiri) identična primerka, svaki od njih ima istu pravosnažnost originala, po 2 (dva) primerka za svaku stranu. U slučaju nepodudarnosti između srpske i engleske verzije, engleska verzija će prevladati.

For the Buyer/Za Kupca:

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD

Representative/Predstavnik
Yang Xu

The Seller/ Prodavac

VPD "Smederevo"d.o.o."- SMEDEREVO

Representative/Predstavnik
Luka Matović

ВЕРНО ОРИГ.